

AN ORDINANCE

101689

**AUTHORIZING AN AGREEMENT WITH THE SAN ANTONIO  
WATER SYSTEM TO ALLOW THE CITY OF SAN ANTONIO TO  
PROVIDE PUBLIC PARKING AT THE FORMER SAWS PROPERTY  
AT 1001 E. MARKET STREET WHILE SAWS IS STILL LEASING  
THE PREMISES FROM THE CITY.**

\* \* \* \* \*

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City authorizes and directs the City Manager or her designee: (A) to execute and deliver (1) a Memorandum of Understanding with SAWS substantially in the form below and (2) and all other documents necessary or convenient to effect the transactions contemplated in the above agreement or to effect non-material changes to the terms of such agreement; and (B) otherwise to do all things necessary or convenient to effect the transaction.

**Memorandum of Understanding  
(1001 E. Market Parking)**

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**SAWS:** San Antonio Water System  
**SAWS' Address:** 2800 U.S. Hwy 281 North, P.O. Box 2449, San Antonio, Texas  
78298-2449  
**City:** City of San Antonio  
**City's Address:** City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966  
**Authorizing  
Ordinance (No. &  
Date):**

**Predicate Facts:**

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SAWS is an agency of the City.

SAWS formerly owned the property at 1001 E. Market from the City (Market Street Property) but now leases it from the City pursuant to that certain Leaseback Agreement between SAWS and the City dated effective May 23, 2005 (the "Leaseback Agreement").

The property covered by the Leaseback Agreement (the "Market Street Property") has available a large parking lot (Market Street Lot) that the City would find convenient to use on the dates indicated below.

SAWS and City are willing to make an arrangement for the City to use the Market Street Lot on the terms and conditions set out in this agreement.

## **Rights and Obligations:**

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1. SAWS will permit City to operate the Market Street Lot, solely for the purpose of offering parking to the public, as follows:

*From:*

*To:*

7:00 A.M., November 17, 2005

6:00 P.M., November 20, 2005

2. City will charge such rates for public parking as may be authorized by Council and will, not later than December 15, 2005, remit the gross amount received to SAWS without deduction for expenses. City will use its own employees to administer the parking, and as such ordinary city insurance will be in effect.

3. The "Market Street Lot" does not include the small lot in front of SAWS' chilled water facility. When operating under this agreement, City will close to the public the Commerce Street entrance next to the chilled water plant, but City will accommodate the need of SAWS personnel to come and go on the Market Street Lot and to access the chilled water facility.

4. Any person showing SAWS identification can access the Market Street Lot and park for free.

5. City is entitled to use without charge such electrical power available at the Market Street Lot as is reasonably conducive to conducting an efficient parking operation with the existing improvements.

6. City will maintain the Market Street Lot in a condition comparable to that of other City parking lots. After the end of the term of this agreement, City will restore the Market Street Lot to the same state it was in at the beginning of this agreement. But if City fails to restore the Market Street Lot to its previous condition, SAWS' sole remedy is that it need not correct whatever problems are created by City when SAWS' lease from the City expires.

**7. City accepts the Market Street Lot in its current AS IS-WHERE IS condition, and SAWS warrants nothing regarding its condition or character. SAWS shall have no liability for claims relating to the use of the Market Street Lot under this agreement.**

**SECTION 2.** The Community and Visitor's Bureau Fund will reimburse the Parking Operating and Maintenance Fund for its out-of-pocket costs in staffing the 1001 E. Market parking lot during the times contemplated by the above Memorandum of Understanding. If disagreement arises over the proper reimbursement amount, it should be resolved by the Director of Asset Management and the Director of Convention Facilities.

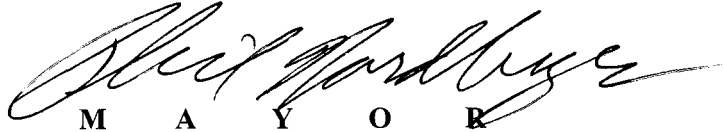
**SECTION 3.** SAWS has a lease on the 1001 E. Market Street property that ends November 30, 2005. For the month of November, gross parking fees associated with the Annual Auto and Truck show (Nov 17 - Nov 20) will be forwarded to SAWS. The Convention Facilities Department is responsible for the costs associated with the operation of the lot for this special event. Their FY06 operating budget includes enough to cover the projected reimbursement, and the reimbursement should be made from such budget.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to

concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This ordinance is effective November 27, 2005, unless it receives the eight votes requisite to immediate effectiveness under City Code of San Antonio § 1-15, in which case it is effective immediately.

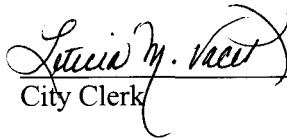
**PASSED AND APPROVED** this 17<sup>th</sup> day of November, 2005.



M A Y O R

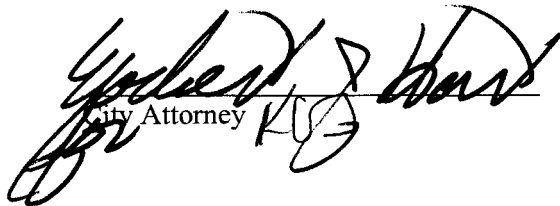
**PHIL HARDBERGER**

**Attest:**



\_\_\_\_\_  
City Clerk

**Approved As To Form:**



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City Attorney